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Counsel for the Official Committee of Unsecured Creditors

**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

In re:  
2<sup>ND</sup> CHANCE INVESTMENT GROUP, LLC,  
  
Debtor and Debtor in Possession.

Case No. 8:22-bk-12142-SC

Chapter 7 Proceeding

**STIPULATION BETWEEN THE  
OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS AND  
SALVADOR JIMENEZ TO TOLL  
STATUTE OF LIMITATION**

This stipulation (“Agreement”) dated as of December 18, 2024, for the tolling of the statute of limitations set forth in Bankruptcy Code section 546, is entered into by and between the Official Committee of Unsecured Creditors (“Committee”) for the bankruptcy estate (“Estate”) of 2nd Chance Investment Group, LLC (“Debtor”), on the one hand, and on the other hand, Salvador Jimenez (“Mr. Jimenez,” and together with the Committee, the “Parties” and each a “Party”), by and through their respective counsel with regard to the following:

**I. RECITALS**

1. On December 21, 2022 (the “Petition Date”), the Debtor filed a petition for relief under chapter 11 of the Bankruptcy Code, commencing the above-captioned bankruptcy case, which was assigned the case number 8:22-bk-12142-SC (“Bankruptcy Case”).

2. The Committee was appointed as the Creditors' Committee on February 6, 2023. On March 22, 2023, the Bankruptcy Court entered its *Order Approving Stipulation Between Debtor and the Official Committee of Unsecured Creditors Granting the Committee Standing to Pursue Certain Avoidance Actions on Behalf of the Estate* entered in the Bankruptcy Case [Docket Entry No. 77] ("Standing Stipulation Order"), the terms of which were incorporated into the *Debtor's First Amended Liquidating Plan as Modified* [Docket No. 296] (the "Plan"), which was confirmed by the *Order Confirming Debtor's First Amended Chapter 11 Liquidating Plan As Modified* entered on February 12, 2024 [Docket No. 381] ("Confirmation Order"). Pursuant to the Standing Stipulation Order, the terms of the Plan and Confirmation Order, the Committee is the representative of the bankruptcy estate and liquidating trust created by the Plan, with the authority, subject to limitations not relevant to this Agreement, to pursue, sue upon, and settle all actions, arising under Bankruptcy Code sections 502, 510, 544, 545, 547, 548, 549, 550 and 553, or any avoidance actions under applicable non-bankruptcy law. Pursuant to the same, the Committee is also empowered to prosecute, pursue, and resolve all claims held by the estate and objections to claims in the Bankruptcy Case.

3. Pursuant to section 546 of the Bankruptcy Code, the Committee may potentially be required to bring certain claims and causes of action within two years of the Petition Date, *i.e.*, December 21, 2024.

4. The Committee has filed various avoidance complaints against other defendants and is in the process of filing additional complaints. The Committee is still in the process of investigating potential claims within the scope of its standing against Mr. Jimenez. The Committee and Mr. Jimenez have accordingly agreed to toll the Committee's deadline, pursuant to Bankruptcy Code section 546, to commence actions within the scope of its authority against Mr. Jimenez, and accordingly stipulate and agree as follows.

## **II. STIPULATION**

NOW, THEREFORE, the Parties agree and stipulate as follows:

1. The 2-year statutory deadline set by Bankruptcy Code section 546 by which to commence certain actions shall be tolled in favor of the Committee, solely with respect to claims

1 that may exist against Mr. Jimenez in connection with the Bankruptcy Case, for ninety (90)  
2 days, through and including March 31, 2025 (“Expiration Date”), and Mr. Jimenez hereby  
3 waives any defense to claims that may be asserted by the Committee against him based on the  
4 statute of limitations period set by Section 546 of the Bankruptcy Code, provided such claims of  
5 the Committee are asserted in a proceeding commenced prior to the Expiration Date.

6 2. This Agreement will remain in effect during the period from the date hereof until  
7 the Expiration Date (“Tolling Period”) and any extensions thereof.

8 3. Mr. Jimenez agrees to waive and shall not assert any defenses based on the  
9 passage of time during the Tolling Period, as to claims asserted or alleged by action or  
10 proceeding brought by the Committee in any court of competent jurisdiction against Mr.  
11 Jimenez on or before the Expiration Date.

12 4. Nothing herein shall constitute or be deemed to constitute an admission,  
13 acknowledgment, waiver or election on behalf of any Party as to any liability or wrongdoing, or  
14 the applicability of any Limitations Period<sup>1</sup>, nor shall the tolling of the Limitations Period, as  
15 provided herein, serve to revive any Limitations Period that may have expired as of the date  
16 hereof. Nothing herein shall constitute or be deemed to constitute an admission or  
17 acknowledgment on behalf of any Party as to the existence or viability of any claims or causes of  
18 action.

19 5. Each of the undersigned represents that he or she has the authority to execute this  
20 Agreement on behalf of the Party for whom it is executed.

21 6. This Agreement cannot be offered or received in evidence in any legal action  
22 among the Parties except to enforce the terms of the Agreement.

23 7. This Agreement shall be binding upon and inure to the benefit of the Committee,  
24 Mr. Jimenez, and each of their respective successors and assigns.

25 8. A facsimile or emailed copy of the executed Agreement shall serve as an original.

26 9. Except as expressly provided herein, this Agreement shall not constitute a waiver  
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<sup>1</sup> “Limitations Period” means any statute of limitations, statute of repose, period of prescription, contractual period of limitation, laches, and any other rule or doctrine, at law or in equity, relating to the timeliness of any Claim(s).

1 or release of any rights, claims or defenses by any Party hereto.

2 10. This Agreement constitutes the entire and integrated agreement of the Parties  
3 with respect to the subject matters hereof, and may not be altered, modified or amended, except  
4 in a writing signed by the Parties.

5 11. Each Party represents and warrants that no further action is necessary to make  
6 this stipulation binding and legally enforceable, except for the Bankruptcy Court approval  
7 contemplated herein, and the undersigned counsel represent and warrant that they have been and  
8 are duly authorized by the respective Parties to sign this Agreement on their behalf

9 12. The Committee shall lodge an order approving and giving effect to this  
10 Agreement.

11 IN WITNESS OF THE FOREGOING, the Parties, by and through their counsel, have  
12 executed or caused to be executed this Agreement as of the date first written above. IT IS SO  
13 STIPULATED AND AGREED.

14  
15 Dated: December 18, 2024

**GOE FORSYTHE & HODGES LLP**

16  
17 By: /s/ Robert P. Goe  
18 Robert P. Goe  
19 Charity J. Manee  
Attorneys for the Official Committee of  
Unsecured Creditors

20 Dated: December 18, 2024

**LAW OFFICE OF CHRISTOPHER P.  
WALKER, P.C.**

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23 By: Chris Walker  
24 Christopher P. Walker  
25 Attorneys for Salvador Jimenez  
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## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 17701 Cowan, Suite 210, Building D, Irvine, CA 92614

A true and correct copy of the foregoing document entitled (*specify*): **STIPULATION BETWEEN THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS AND SALVADOR JIMENEZ TO TOLL STATUTE OF LIMITATION** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) December 20, 2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:**

On (*date*) December 20, 2024, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows: Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:**

(*state the method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) December 20, 2024, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows: Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

- The Honorable Scott C. Clarkson, 411 W. Fourth St., Suite 5130, Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

December 20, 2024  
Date

Danielle Cyrankowski  
Printed Name

/s/ Danielle Cyrankowski  
Signature

**Mailing Information for Case 8:22-bk-12142-SC**

**Electronic Mail Notice List**

The following is the list of parties who are currently on the list to receive email notice/service for this case.

- **Michael Jay Berger** michael.berger@bankruptcypower.com, yathida.nipha@bankruptcypower.com;michael.berger@ecf.inforuptcy.com
- **Amanda G. Billyard** abillyard@bwlawcenter.com
- **Stephan M Brown** ECF@thebklawoffice.com, stephan@thebklawoffice.com;roslyn@thebklawoffice.com;brown.stephanb125317@notify.bestcase.com
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